

# **EXHIBIT A**

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA  
Civil Division

ADRIAN J. THOMAS,  
Plaintiff,

v.

JOSEPH RAMIREZ, PRINCESS CRUISE  
LINES, LTD.,  
Defendants.

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Wed, Feb 13, 2019 4:15 PM

Civil No 2019-SU-000438

CIVIL ACTION - LAW

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2019 FEB 13 PM 4:05  
JUDICIAL CENTER  
YORK, PA

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

York County Bar Association  
137 East Market Street  
York, Pennsylvania 17401  
(717) 854-8755

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Civil No. \_\_\_\_\_

CIVIL ACTION - LAW

**COMPLAINT**

AND NOW, comes the Plaintiff, Adrian J. Thomas, *pro se*, and files the following complaint against the Defendants, Joseph Ramirez and Princess Cruise Lines, Ltd., severally and jointly, for breach of contract and violations of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, which caused Plaintiff to suffer injuries for which he seeks damages, and respectfully avers the following in support thereof:

**I. PARTIES**

1. The Plaintiff's name is Adrian J. Thomas (hereafter referred to as "Plaintiff"), and he currently resides at 159 South Pine Street, York, PA, 17403.

2. Defendant Joseph Ramirez resides at 25 Plantation Drive, Vero Beach, FL, 32966.

3. Defendant Princess Cruise Lines, Ltd., has a mailing address located at 24305 Town Center Drive, Santa Clarita, CA, 91355.

4. Plaintiff resides in York County, Pennsylvania, and therefore, this Honorable Court retains exclusive jurisdiction and is the proper venue to hear the claims asserted herein.

## II. FACTS

5. On or around November 8, 2018, Plaintiff responded to a Facebook ad posted by Randy Bradley regarding his interest in playing guitar for the band, "Phoenix Rising," aboard a ship operated by Defendant Princess.

6. Mr. Bradley advised Plaintiff that the guitar position that was being offered by Defendant Princess was for a period of seven (7) months, and would pay approximately \$19,600 for the entire term. Mr. Bradley then advised Plaintiff that Defendant Ramirez, the band's leader, would contact him shortly regarding the guitar position.

7. In early December, 2018, Defendant Ramirez contacted Plaintiff by phone, and advised him that if he wanted the guitar position aboard Princess Cruise Lines, Ltd., he would have to submit to a medical health evaluation by "Workcare," a third-party firm contracted by Defendant Princess.

8. On or around December 8, 2018, Defendant Ramirez advised Plaintiff that he got the job playing guitar for Phoenix Rising. Both parties verbally agreed to the terms of employment previously discussed.

9. On December 28, 2018, Plaintiff completed his medical evaluation at "Concentra," where doctors advised him that he passed with flying colors and was medically cleared to work on the ship.

10. On January 1, 2019, Defendant Ramirez met Plaintiff at his home to rehearse and prepare for the band's songs.

11. On January 3, 2019, Defendant Ramirez advised Plaintiff that Defendant Princess required him to complete a W-2 form and work as an employee of the company, instead of filing a W-1099 to work as a contracted party, for the 7-month term of the cruise.

12. Plaintiff subsequently advised Defendant Ramirez that he was on Social Security Disability so he would have to provide notice of his change in employment to the administration.

13. On or around January 8, 2019, Defendant Ramirez advised Plaintiff that Defendant Princess did not want to hire Plaintiff as previously agreed, and that it was cancelling the contract with Rising Phoenix.

14. Plaintiff would have earned a total of \$19,600 had he been permitted to play guitar with Phoenix Rising for seven (7) months under the employment of Defendant Princess.

15. Plaintiff incurred expenses of \$1,600 preparing for his 7-month job with the Defendants.

16. Plaintiff stopped searching for employment aboard other cruise lines when Defendant Ramirez advised him on or around December 8, 2018, that he had secured the guitar player position offered by the band.

17. Plaintiff has over fourteen (14) years of experience playing for bands aboard international cruise lines.

18. Plaintiff has been unable to secure employment with any other cruise lines since he was advised by Defendant Ramirez that he would not be hired by Defendant Princess.

### III. CLAIMS FOR RELIEF

19. Plaintiff hereby incorporates by reference Paragraphs 5-18, and submits that Defendant Ramirez violated a verbal contract that he maintained with Plaintiff to perform with Rising Phoenix on Defendant Princess's cruise line for 7 months at a pay rate of \$19,600. The failure to provide the employment agreed upon was a material breach of the agreement.

20. Plaintiff hereby incorporates by reference Paragraphs 5-18, and submits that Defendant Princess violated an implied and/or written contract that it maintained with Plaintiff to perform with Rising Phoenix on Defendant Princess's cruise line for 7 months at a pay rate of \$19,600. The failure to provide the employment agreed upon was a material breach of the agreement.

21. Plaintiff hereby incorporates by reference Paragraphs 5-18, and submits that Defendant Princess violated his rights under the Americans with Disabilities Act of 1990 by refusing to hire him to perform with Rising Phoenix on Defendant Princess's cruise line based solely upon his status as a disabled person.

#### IV. REQUESTED RELIEF

22. Plaintiff respectfully requests this Honorable Court to grant judgment in his favor and against Defendants Ramirez and Princess, jointly or severally, in the amount of \$19,600 for breach of contract.

23. Plaintiff respectfully requests this Honorable Court to grant judgment in his favor and against Defendant Princess in the amount of \$100,000 for violating his rights protected by the Americans with Disabilities Act of 1990.

24. Plaintiff respectfully requests this Honorable Court to grant judgment in his favor and against the Defendants in the amount of \$1,600 for expenses incurred as a result of the Defendants' breach of contract.

25. Plaintiff respectfully requests this Honorable Court to enter an order against the Defendants for Plaintiff's costs of court, and any reasonable fees associated with this action.

26. Plaintiff respectfully requests this Honorable Court to grant Plaintiff interest on any damages against the Defendant ordered by the court at the statutory rate from the date of this complaint.

27. Plaintiff respectfully requests a trial by jury on any issue triable by jury.

28. Plaintiff respectfully requests any other relief this Honorable Court deems proper, equitable, and just.

**WHEREFORE**, Plaintiff prays that this Honorable Court will grant him equitable relief, and therefore, brings this complaint.

Respectfully Submitted,

Adrian J. Thomas  
159 South Pine Street  
York, PA 17403  
(717) 968-2301

*Plaintiff, pro se*

Date: 2/13/19



VERIFICATION

I, Adrian J. Thomas, hereby swear under the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, that the facts set forth in the attached Complaint are true and correct to the best of my knowledge, information and belief.

Date: 2/13/19



Adrian J. Thomas  
159 South Pine Street  
York, PA 17403

*Plaintiff, pro se*